

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2nd Swing, Inc.		12/13/2006	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Golf Stix, Inc.		
Street Address:	2420 E. Hennepin Avenue		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55413		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3110532	2GOLF	
Registration Number:	2704289	2ND SWING GOLF	
Registration Number:	2498367	IT'S NOT YOU, IT'S YOUR CLUBS!	
Registration Number:	2209282	2ND SWING	
CORRESPONDENCE DATA			
Fax Number:	(612)642-8360		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	612-672-8360		
Email:	greg.perleberg@maslon.com		
Correspondent Name:	Gregory B. Perleberg		
Address Line 1:	90 S. 7th St., 3300 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	200744		
NAME OF SUBMITTER:	Gregory B. Perleberg		

OP \$115.00 3110532

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TRADEMARK
REEL: 003486 FRAME: 0948

Signature:

/Gregory B. Perleberg/

Date:

02/23/2007

Total Attachments: 2

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BILL OF SALE

2nd Swing, Inc. ("2nd Swing"), for good and valuable consideration in the form of \$5,000, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, assigns, transfers, conveys and delivers to Golf Stix, Inc ("Buyer"), its successors and assigns, the following described property:

rights to the name "2nd Swing," "2GOLF," the registered trademarks "2ND SWING" (Reg. No. 2209282), "2ND SWING GOLF" (Reg. No. 2704289), "2GOLF" (Reg. No. 3110532) and "IT'S NOT YOU, IT'S YOUR CLUBS!" (Reg. No. 2498367); and, if available and existing, all related unregistered trademarks, trade names, service marks, brand names, logos, slogans, product packaging, trade dress, designs, documentation, copyrights and copyrightable materials, Internet domain names (i.e., 2ndswing.com, 2ndswing.net), websites, customer lists, and any rights to software, databases, and software used by 2nd Swing in the operation of its business, including without limitation, all rights and goodwill associated with the foregoing (collectively, the "Intellectual Property").

Except as provided in the Order (I) Granting Expedited Relief, (II) Authorizing Sale Of Intellectual Property Free And Clear Of Liens, Claims, Interests And Encumbrances, And (III) Authorizing Debtor To Enter Into Engagement Agreement With Hilco Consumer Restructuring, LLC For That Purpose, which is attached as Exhibit A, Buyer is accepting the Intellectual Property "as is," "where is," "if available" and "as available;" and 2nd Swing disclaims all representations, warranties and undertakings regarding the Intellectual Property.

2nd Swing hereby assigns and transfers to Buyer, and Buyer hereby accepts, the entire right, title and interest in and to the Intellectual Property; the same to be held and enjoyed by Buyer for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by 2nd Swing had this assignment and sale not been made, for the United States and all foreign countries. 2nd Swing irrevocably designates and appoints Buyer as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of intellectual property rights associated with the Intellectual Property with the same legal force and effect as if executed by 2nd Swing. To the extent any court, administrative tribunal or agency with appropriate jurisdiction determines any of the rights granted hereunder may be inalienable or invalid, 2nd Swing shall agree not to exercise such rights, and to grant to Buyer the exclusive, perpetual, irrevocable, worldwide, transferable, assignable, sub-licensable and royalty free right to exercise all intellectual property rights in the Intellectual Property without any obligation of attribution, royalty, fee or consent. 2nd Swing represents and warrants that it will not take any action that jeopardizes Buyer's intellectual property rights or acquire any right in the Intellectual Property. 2nd Swing shall have no other duties related to the Intellectual Property.

This Bill of Sale and assignment shall be binding upon the parties hereto and their successors. This Bill of Sale and assignment will be governed by and construed under the laws of the State of Minnesota, United States, without regard to conflicts-of-laws principles.

IN WITNESS WHEREOF, 2nd Swing and Buyer have executed this Bill of Sale this 13th day of December, 2006.

"BUYER"

By: P. Sin Kalhl
Its: CEO

"2ND SWING"

By: [Signature]
Its: CFO

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RECORDED: 02/23/2007

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